

Contract Number
Administering Agency: CEO

DESCRIPTION: AGREEMENT BETWEEN THE COUNTY OF PLACER AND THE NORTH LAKE TAHOE RESORT ASSOCIATION

THIS AGREEMENT MADE AND ENTERED INTO THIS 223rd DAY OF June 2021~~0~~ BY AND BETWEEN the County of Placer, hereinafter referred to as "COUNTY" and the North Lake Tahoe Resort Association, Inc., a California Nonprofit Public Benefit Corporation, hereinafter referred to as "RESORT ASSOCIATION".

WHEREAS, the 1995 *North Lake Tahoe Tourism Development Master Plan* recommended the consolidation of the Tahoe North Visitors and Convention Bureau and the North Lake Tahoe Chamber of Commerce into a Resort Association; and,

WHEREAS, the *North Lake Tahoe Tourism Development Master Plan* recommended a Resort Association to oversee a full spectrum of tourism management functions, including marketing and visitor services; and,

WHEREAS, the COUNTY is desirous of obtaining certain services as recommended by the *North Lake Tahoe Tourism Development Master Plan*, and its successor plans, *the North Lake Tahoe Tourism and Community Investment Master Plan*, approved by the Placer County Board of Supervisors on July 26, 2004; and the *2015 North Lake Tahoe Tourism Master Plan*, approved by the Placer County Board of Supervisors on October 20, 2015 and,

WHEREAS, the NORTH LAKE TAHOE RESORT ASSOCIATION, Inc., a California Nonprofit Public Benefit Corporation, has been organized under the Nonprofit Public Benefit Corporation Law for public purposes, to promote, enhance, reinvigorate, coordinate, and direct tourism for the economic betterment of North Lake Tahoe, California, and is willing to perform certain services for the COUNTY to implement the 2015 *North Lake Tahoe Tourism Master Plan*, and,

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, it is agreed by and between the parties hereto as follows:

1. SCOPE OF WORK

RESORT ASSOCIATION shall perform the Scope of Work as set forth in Attachment A, attached hereto and incorporated herein by reference. Without restricting or otherwise limiting the work to be performed as described in Attachment A and its attachments, it is agreed the intent of this Agreement is that the RESORT ASSOCIATION shall, in performing the work undertake its activities to assist the COUNTY in implementing the 2015 *North Lake Tahoe Tourism Master Plan* (2015 TMP).

The Scope of Work and budget may be amended only upon written approval between the RESORT ASSOCIATION and the County Executive Office; provided, however, that no such

amendment shall increase the compensation paid hereunder without execution of a written amendment approved by the Board of Supervisors.

RESORT ASSOCIATION and the County Executive Office will meet once a quarter to assess any proposed changes to the Scope of Work or budget related to COVID-19 impacts or other.

2. CONDUCT OF BUSINESS OF THE ASSOCIATION

- A. All Board and Committee meetings of the RESORT ASSOCIATION shall be conducted in such a manner as to afford and encourage public attendance and participation. No later than 48 hours prior to the time of a meeting of the Board or Committee, the agenda shall be posted at the meeting place and at other appropriate locations in the North Lake Tahoe community, and to the RESORT ASSOCIATION'S website. Available agenda packet support materials shall also be posted to the RESORT ASSOCIATION's website no later than 48 hours prior to the time of a meeting of a RESORT ASSOCIATION Board or Committee. Any agenda packet support materials provided to the Board or Committee after the posting deadline shall be posted to the RESORT ASSOCIATION's website within one (1) business day following conclusion of the meeting. The public shall be given an opportunity to attend each Board and Committee meeting and to directly address the Board or Committee on any item on the agenda and on the business of the RESORT ASSOCIATION generally.

- D. The RESORT ASSOCIATION shall maintain and provide to COUNTY a list of its employees, Board members, and contract employees who are, in the course of their employment, represented on local and regional bodies.

- E. To the extent the RESORT ASSOCIATION or any ~~third party~~ ~~third party~~ under contract from the RESORT ASSOCIATION expends TOT for any project, program, service and/or support in any amount greater than \$25,000, the RESORT ASSOCIATION shall utilize and require any ~~third party~~ ~~third party~~ contractors, sub-contractors, grantees and/or sub-grantees to utilize a competitive bidding or procurement process. The \$25,000 threshold may not be avoided by artificially splitting or breaking up contracts into lesser ~~agreements, or agreements or~~ entering into a series of agreements for sums below the \$25,000 threshold. Should it be found that any project, program, service and/or support that was originally anticipated to cost less than \$25,000, will in total aggregate value exceed \$25,000, the contract for such project, program, service and/or support shall be reviewed by the RESORT ASSOCIATION Board of Directors, who shall determine if a competitive bidding or procurement process shall be utilized for the amount of the expense in excess of \$25,000 or if an exception from the competitive bidding/procurement policy is reasonably necessary to avoid interruption in RESORT ASSOCIATION's ability to comply with this Agreement and Scope of Work. This provision is not applicable to RESORT ASSOCIATION's membership in the Reno Air Service Corporation (RASC) or the Sierra Ski Marketing Council (SSMC) or to contracts with the Tahoe City Downtown Association and the North Tahoe Business Association. This provision is also not applicable when the project, program, service and/or support is being provided directly by a governmental entity or non-profit public benefit

corporation that does not compete with other potential service providers, however, if the governmental entity or non-profit public benefit corporation sub-contracts any portion of the project, program, service and/or support in an amount greater than \$25,000 to a third-party entity, a competitive bidding or procurement process shall be utilized for that portion of the project. Should a project, program, service and/or support not be available through a competitive bidding process, RESORT ASSOCIATION and/or any third-party contractor, sub-contractor or grantee shall include sole-source justification documentation or other documentation substantiating that the project, program, service and/or support was not able to be competitively bid and such documentation shall be attached to the contract(s) for any such project, program, service and/or support.

A copy of all contracts for projects, programs, services and/or support in any amount greater than \$25,000 shall be provided to the COUNTY within fifteen (15) business days of execution of the contract and shall be accompanied by documentation verifying that the competitive bidding or procurement process as required by this Agreement was utilized and/or will be utilized by any third party under grant or contract to provide the project, program, service and/or support.

- F. A copy of all contracts for projects, programs, services and/or support in any amount greater than \$10,000 shall be provided to the COUNTY within fifteen (15) business days of execution of the contract.
- G. RESORT ASSOCIATION staff shall within ten (10) calendar days notify and provide supporting documentation in writing to the Board of Directors for any unbudgeted project, program, service and/or support expense of \$2,500 or greater.
- H. The RESORT ASSOCIATION shall maintain updated bylaws that reflect current Board composition and committee structures.
- I. The RESORT ASSOCIATION shall not use any funds received under this Agreement for political contributions of any type. The RESORT ASSOCIATION may use budgeted funds received under this Agreement to obtain legislative advocacy services, so long as those services are exclusively utilized in a manner consistent with the intent and purpose of this Agreement and the duly adopted policies of the COUNTY regarding any issue for which such services are obtained by the RESORT ASSOCIATION. Such efforts may include advocacy for state and federal funding to implement identified infrastructure projects, transit operations, and/or other legislative efforts consistent with the intent and purpose of this Agreement that are allowable with respect to expenditure of public funds.

From time to time the RESORT ASSOCIATION (as the North Lake Tahoe Chamber of Commerce) ~~will~~ may engage in legislative advocacy or political efforts using non-governmental funding. Upon the request of the COUNTY the RESORT ASSOCIATION will provide a written certification that all such expenditures ~~for legislative~~ for legislative advocacy or political ~~purposes are~~ purposes are from funds other than those provided by this Agreement.

- J. The RESORT ASSOCIATION shall keep separate, complete and accurate financial records of all Transient Occupancy (TOT) funds allocated to the ~~Resort Association~~ RESORT ASSOCIATION and the expenditure thereof.
- K. The RESORT ASSOCIATION shall maintain accurate records of the actions taken by ~~Resort Association~~ RESORT ASSOCIATION Committees and Board of Directors. Such records shall be posted to the ~~Resort Association's~~ RESORT ASSOCIATION's website.
- L. For grants, events or sponsorships identified in this ~~contract~~ Agreement that occur or continue after the end of the ~~contract~~ term of this Agreement, the RESORT ASSOCIATION shall accrue those funds as expenses during the ~~contract~~ term of this Agreement and expend them in the following year. Any unexpended funds will be returned to the COUNTY as part of that following year's Fund Balance Reconciliation.

3. TERM AND TIME OF COMPLETION

The term of this Agreement is from July 1, 202~~10~~ – June 30, 202~~21~~.

4. PROGRESS REPORTS

RESORT ASSOCIATION shall submit such progress reports and information as may be requested by COUNTY, including, but not limited to, the following requirements:

- A. The RESORT ASSOCIATION shall provide regular progress reports to the COUNTY as identified in Attachment E of this Agreement (Progress and Performance Reporting Schedule). Financial reports and schedules included in the regular progress reports shall be specific to TOT funds and expenses. Upon receipt of any progress report, the COUNTY may request additional information regarding the activities of the RESORT ASSOCIATION, which shall be provided to the COUNTY in writing within fifteen (15) business days of any such request.
- B. RESORT ASSOCIATION shall submit each Progress Report required under this Agreement directly to the County Executive Office by uploading reports into a mutually agreed upon file sharing platform. To the extent that any of the Progress Reports required by this Agreement may also be provided to the Board of Directors and/or Committees of the RESORT ASSOCIATION as a part of a meeting packet or other correspondence and the County Executive Office may be included in the distribution thereof, such distribution shall not constitute submission of the Progress Report to the County Executive Office for purposes of satisfying the provisions of this Agreement. All Progress Reports required under this Agreement shall be archived by the RESORT ASSOCIATION in a format readily accessible if requested by the COUNTY or the general public.

5. BUDGET FIGURE AND FINANCIAL AUDIT

- A. ~~No later than April 1 of each contract year, the County Executive Office will provide a total contract budget figure to the RESORT ASSOCIATION equal to or greater than the prior fiscal year with an adjustment based on the San Francisco Consumer Price Index.~~

~~The COUNTY EXECUTIVE OFFICE will initiate a meeting before April 1 with the RESORT ASSOCIATION if Transient Occupancy Tax revenues are projected to decrease in the next fiscal year to discuss impacts to the RESORT ASSOCIATION budget figure. Within two (2) business days of the first RESORT ASSOCIATION Board meeting in May of each year, the RESORT ASSOCIATION shall submit to the County Executive Office in writing a proposed Scope of Work and an accompanying budget request for the subsequent fiscal year. The request shall include any suggestions for revision to the Scope of Work and program objectives, identify costs thereof, if any, and a progress report measuring Key Performance Objectives as identified in the Scope of Work, Attachment A. COUNTY will provide a written response and coordinate a meeting with appropriate participants from COUNTY and RESORT ASSOCIATION staff and Board members to review and resolve any outstanding differences within thirty (30) calendar days of receipt of the proposed Scope of Work and accompanying budget.~~

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~~B.~~ The RESORT ASSOCIATION shall have an audit of assets and liabilities performed and shall provide the same to the COUNTY within thirty (30) calendar days of its completion. Such audit shall include a TOT Budget to Actual Schedule as supplemental information in the audit report. RESORT ASSOCIATION shall utilize a competitive bidding process to secure the services of the audit firm which is to perform the annual audit and shall include the County Executive Officer or his/her designee on the panel that reviews proposals received as a result of such competitive bidding process and selects the audit firm to perform the audit. The term of contract with the audit firm, including any extensions, shall not exceed five (5) years in duration. The COUNTY shall have the right to perform an audit of the financial records of the RESORT ASSOCIATION at its own cost at any time to verify payments and expenditures made under this Agreement. Upon request of the COUNTY, the RESORT ASSOCIATION agrees to make its financial records available to the COUNTY for any such review within a reasonable period of time.

6. COMPENSATION

A. MAXIMUM LIMIT

- 1) The RESORT ASSOCIATION'S total compensation is ~~\$3,3195,286~~ as set forth on Attachment C and shall be the maximum total compensation paid from the COUNTY directly to the RESORT ASSOCIATION for the services outlined in the attached Scope of Work (Attachment A) and budget (Attachment C). Costs for services, programs and/or projects provided by the COUNTY shall be paid either through a journal transfer process, direct disbursement or check from COUNTY to RESORT ASSOCIATION.
- 2) Payment for General and Administration, overhead and personnel costs for tasks 1-~~6~~ in the Scope of Work and direct marketing program costs associated with the Marketing Coop shall be made in monthly progress payments, as set forth in detail in Attachment B. A monthly invoice based on approved budget, must be provided 15 days before scheduled payment for review by the County Executive Office. Payment may be withheld if expenditures are not consistent with Scope of Work or budget as

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identified in Attachment A-2 or Attachment C. Monthly transaction detail reports will also be provided as outlined in Attachment E to provide additional backup for invoices. The invoice must also include a monthly financial report from the Marketing Coop.

- 3) Payment for special events, BACC Program Funding, Community Marketing, Research and Planning and Non-Coop Marketing Program costs as identified in the Scope of Work and Attachment A-2 require an invoice before payment will be made. The invoice package shall include the following:
 - a) Invoice with line items and total requested funds
 - b) Labor detail if applicable
 - c) Event contract and/or sponsorship application if applicable

Payment will be made after the invoice is reviewed and approved by the County Executive Office. Invoices will be paid in less than 45 days from date of receipt. If an item on an invoice is in dispute or requires additional back-up information, the balance of the invoice will be paid while resolution of the item is sought.

- 4) The invoice process will be reviewed before the end of each quarter to determine if a revision to required documentation is appropriate and/or if revisions to the process are needed.
- 5) All expenses of the RESORT ASSOCIATION, including any expert or professional assistance, any travel or per diem costs, any administrative services, and any capital expenditures necessary to complete the Scope of Work shall be paid only from the monies identified for each specific purpose, and within the budget limit set forth above.

6) COUNTY has budgeted \$4,2043,878 for the RESORT ASSOCIATION FY-21-22 agreement-this Agreement, which is consistent with prior year contract totals Agreement total budgets for the RESORT ASSOCIATION and includes funds to subcontract with the North Tahoe Business Association and Tahoe City Downtown Association. This agreement-Agreement is for less than the total budgeted amount because of projected Tourism Business Improvement District funds that will be remitted to the RESORT ASSOCIATION from Placer County. Therefore, TOT funds not spent for RESORT ASSOCIATION operations or subcontracts will be considered COUNTY freed-up TOT in the amount of \$848,592848,592 and allocated by -the COUNTY to workforce housing and transportation programs and projects as recommended by the RESORT ASSOCIATION Board of Directors and approved by the Placer County Board of Supervisors.

7)7) The total compensation amount reflects the amount approved in the Board of Supervisors Budget for that fiscal year, subject to Section 6.A.6, immediately above.

7)8) COUNTY and RESORT ASSOCIATION agree that, to the extent possible, COUNTY Tourism Services provided by Placer County which are funded from the Tahoe TOT

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budget will align with the mission of the RESORT ASSOCIATION and goals set forth for the organization by the COUNTY.

B. TOURISM MASTER PLAN IMPLEMENTATION ACCOUNT

For the Tourism Master Plan Implementation Account, Maximum-maximum TOT funding to be received by RESORT ASSOCIATION to cover expenses for Personnel/Overhead shall not exceed and General and Administration TOT expenses shall not exceed \$141,237. Any overages shall, within 15 days after RESORT ASSOCIATION acceptance of the FY 2021-220-21 audited financial statement, be reimbursed by RESORT ASSOCIATION to the COUNTY for deposit to the Lake Tahoe Tourism Capital Improvements Account held in the COUNTY Treasury.

C. TOURISM DEVELOPMENT ACCOUNT

For the Tourism Development Account, Maximum-maximum FY 2019-221-220 TOT expenses for Personnel/Overhead shall not exceed \$690,218 and General and Administration TOT expenses shall not exceed \$687,064. Any overages shall, within 15 days after RESORT ASSOCIATION acceptance of the FY 2021-220-21 audited financial statement, be reimbursed by RESORT ASSOCIATION to the COUNTY for deposit to the Lake Tahoe Tourism Capital Improvements Account held in the COUNTY Treasury.

- 1) In order to track progress and completion of tasks associated with projects and programs implemented with Transient Occupancy Tax (TOT) funds, the RESORT ASSOCIATION will utilize a contract format for all Marketing Account projects, programs and/or services that are allocated TOT funds in the amount of \$10,000 or greater. The contract format shall include a scope of work and progress payment schedule.
- 2) In each fiscal year, the Marketing Account shall maintain a total ten (10) percent reserve of the average of the three prior fiscal years total budgeted Marketing Account expenditures to provide for fluctuations in the TOT collected. The RESORT ASSOCIATION'S policy document on marketing reserve fund expenditure is included as Attachment F to this Agreement. If Marketing Account reserve funds are expended as called for in Attachment F, the funds will be reimbursed to the reserve account prior to the end of the following fiscal year.
- 3) The RESORT ASSOCIATION shall work with the Placer County Office of Economic Development to develop a Scope of Work associated with the allocation of \$40,000 in Tahoe TOT funds for the provision of visitor information and tourism development services at the Placer County Visitor's Bureau California Welcome Center on behalf of the RESORT ASSOCIATION. It is anticipated these actions will be completed by October 1 of each contract year.

- 4) The RESORT ASSOCIATION shall undertake periodic reviews to ensure that all lodging properties and vacation rental firms in eastern Placer County are listed on any and all websites, printed materials and guides that include lodging listings and which are paid for, all or in part, with TOT funds. All web-based listings shall include direct links to property or firm websites when available.
- 5) The RESORT ASSOCIATION has entered into a Cooperative Marketing Agreement with the Incline Village Crystal Bay Visitors Bureau (IVCBVB). Consistent with the terms of the North Lake Tahoe Marketing Cooperative Participation Agreement between the RESORT ASSOCIATION and the IVCBVB, the following stipulations are also made part of this Agreement between the RESORT ASSOCIATION and the COUNTY.
 - a) No provision in the North Lake Tahoe Marketing Cooperative Participation Agreement shall be interpreted as to supersede or conflict with any provision of the current Agreement between the COUNTY and the RESORT ASSOCIATION as approved by the RESORT ASSOCIATION and the COUNTY. RESORT ASSOCIATION shall ensure that TOT funds contributed by it to the North Lake Tahoe Marketing Cooperative will be expended in accordance with Section 2. E. of this Agreement. RESORT ASSOCIATION shall ensure that all contracts for services and/or support executed by the North Lake Tahoe Marketing Cooperative that result in the expenditure of \$10,000 or more of Placer County TOT funds will be accompanied by a scope of work and that a copy of the contract will be provided to the RESORT ASSOCIATION. Within fifteen (15) days business days of receipt of the contract, RESORT ASSOCIATION shall provide a copy to COUNTY.
 - b) The RESORT ASSOCIATION shall provide a detailed separate accounting of the expenditures of the Cooperative to the COUNTY on a quarterly basis. Such accounting shall include a list of any expense of the Cooperative funded with Placer County TOT, the amount of the expense and the vendor to which the amount was paid. Such accounting shall be submitted electronically and to the County Executive Office as outlined in Attachment E.
 - c) The RESORT ASSOCIATION shall collect Marketing Performance Indicators based on the total annual expenditures of the North Lake Tahoe Marketing Cooperative as part of the RESORT ASSOCIATION'S Tourism Development Plan, an updated copy of which shall be provided to COUNTY as part of the RESORT ASSOCIATION'S Final Report to COUNTY due 45 days after the end of FY 2021-~~20~~21.
 - d) Activities, including program oversight, and any decisions made by the Cooperative Marketing Committee, as defined in Section 8 of the North Lake Tahoe Marketing Cooperative Agreement, shall be consistent with the budget resources and marketing direction approved by the RESORT ASSOCIATION Board of Directors, in accordance with its approved Operating Procedures and Policies document.

D. PAYMENT SCHEDULE

- 1) Payments shall be made to the RESORT ASSOCIATION on as set forth in Attachment B, for the term of this Agreement, predicated on the ongoing fulfillment of the terms of this Agreement. The payment schedule may be amended with the written approval of the County Executive Officer or designee. Such amendments may include advance funding for administration, tourism development or Tourism Master Plan implementation as mutually agreed upon by the parties; however, such amendments shall not create additional liability to the COUNTY, or additional compensation to the RESORT ASSOCIATION without approval from the Board of Supervisors.

E. RIGHT TO WITHHOLD PAYMENTS

- 1) COUNTY, in its sole discretion, may withhold part or all of monthly payments, if the RESORT ASSOCIATION:
 - a) Does not comply with the requirements set forth in this Agreement; or,
 - b) Does not adhere to the Scope of Work, detailed work plans and key milestones for measuring progress; or,
 - c) Fails to take prompt and effective corrective action to remedy material variances from the Scope of Work, detailed work plans and key milestones for measuring progress.
 - d) Fails to provide, upon request, adequate documentation to COUNTY validating that any contract expense has been incurred in accordance with the terms of this Agreement.
- 2) Payments shall not be withheld unless and until COUNTY:
 - a) Provides RESORT ASSOCIATION a written notice of intent to withhold payment; and,
 - b) Allows RESORT ASSOCIATION fifteen (15) calendar days to respond and/or take corrective action(s). The response could include a request to meet, within a reasonable timeframe, with the County Executive Office for purposes of determining agreement on acceptable progress on specified terms. If 30 days following such agreement there is still no acceptable progress, then COUNTY may withhold payment.

6. **RECORDS**

RESORT ASSOCIATION shall maintain at all times separate, complete, detailed records of the funds with regard to work performed under this Agreement in a form acceptable to COUNTY, according to generally accepted accounting and internal control principles.

COUNTY shall have the right to inspect such records, including Board and Committee meeting agendas and minutes, at any reasonable time.

Records, progress reports, work papers, written or graphic material developed by RESORT ASSOCIATION in connection with its performance of services hereunder shall be, and shall remain after termination of this Agreement, the property of RESORT ASSOCIATION.

7. EMPLOYEES OF RESORT ASSOCIATION

All persons performing services for RESORT ASSOCIATION shall be independent contractors, or employees of RESORT ASSOCIATION and not employees of COUNTY. RESORT ASSOCIATION shall be solely responsible for the compensation of independent contractors and for the salaries and other applicable benefits, including Workers' Compensation, of all RESORT ASSOCIATION employees.

8. PERFORMANCE

The RESORT ASSOCIATION agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to high professional standards. Failure to perform the aforementioned work and services, as determined by the COUNTY, could lead to assessment of liquidated damages of up to three (3) percent of the net total Agreement amount.

9. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The RESORT ASSOCIATION hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, ~~the contract or agreement~~this Agreement. RESORT ASSOCIATION agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the RESORT ASSOCIATION. RESORT ASSOCIATION also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against RESORT ASSOCIATION or the COUNTY or to enlarge in any way the RESORT ASSOCIATION'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages

or injuries to third persons or property arising from RESORT ASSOCIATION 'S performance pursuant to this ~~contract or agreement~~ Agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

10. **INSURANCE:**

RESORT ASSOCIATION shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-: VII showing.

A. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to RESORT ASSOCIATION'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the ~~County~~ COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the RESORT ASSOCIATION.

RESORT ASSOCIATION shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of SUBCONTRACTORS Workers' Compensation shall be provided by RESORT ASSOCIATION to the COUNTY prior to any SUBCONTRACTOR commencing work.

B. **GENERAL LIABILITY INSURANCE:**

a. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of RESORT ASSOCIATION, providing insurance for bodily

injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by RESORT ASSOCIATION in this Agreement.

b. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

c. If RESORT ASSOCIATION carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

d. If RESORT ASSOCIATION carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products-Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

e. Special Claims Made Policy Form Provisions:

RESORT ASSOCIATION shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) aggregate for Products Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by RESORT ASSOCIATION shall contain language providing coverage up to one (1) year following the completion of the contract in

order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the ~~County~~ COUNTY as noted above. In no cases shall the types of policies be different.

C. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- a. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- b. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- c. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer"

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D. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

E. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The RESORT ASSOCIATION shall be responsible for all deductibles in all of the RESORT ASSOCIATION's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

RESORT ASSOCIATION's Obligations - RESORT ASSOCIATION's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

Verification of Coverage - RESORT ASSOCIATION shall furnish the ~~County~~COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the ~~County~~County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the RESORT ASSOCIATION's obligation to provide them. The ~~County~~County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the RESORT ASSOCIATION to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

11. CANCELLATION

This Agreement may be canceled by COUNTY or RESORT ASSOCIATION upon the giving of ninety (90) calendar days advance written notice. Such notice shall be personally served or given by registered or certified United States Mail. In the event of cancellation by COUNTY or RESORT ASSOCIATION, RESORT ASSOCIATION shall be paid for all work performed and all reasonable expenses incurred to date of cancellation with any remaining unexpended funds returned to COUNTY within thirty (30) business days of the date of cancellation.

12. AMENDMENTS - ANNUAL EXTENSIONS

This Agreement may be amended in writing. It is contemplated by the parties that the COUNTY will continue to contract for the services such as those set forth in the Scope of Work to be performed for the benefit of the North Lake Tahoe area on an annual basis, and that the RESORT ASSOCIATION will continue to be available, willing, and capable of providing such services on an annual basis.

13. DISPUTE RESOLUTION.

The parties agree that in the event of a dispute or claim arising between them out of this Agreement or any resulting transaction they shall first undertake the dispute resolution procedures set forth herein.

13.1 Informal Dispute Resolution. In order to initiate the informal dispute resolution process, the CEO' Office of the aggrieved party shall provide notice of the dispute or claim to the CEO's office of the other party and request resolution of the dispute or claim pursuant to this dispute resolution procedure.

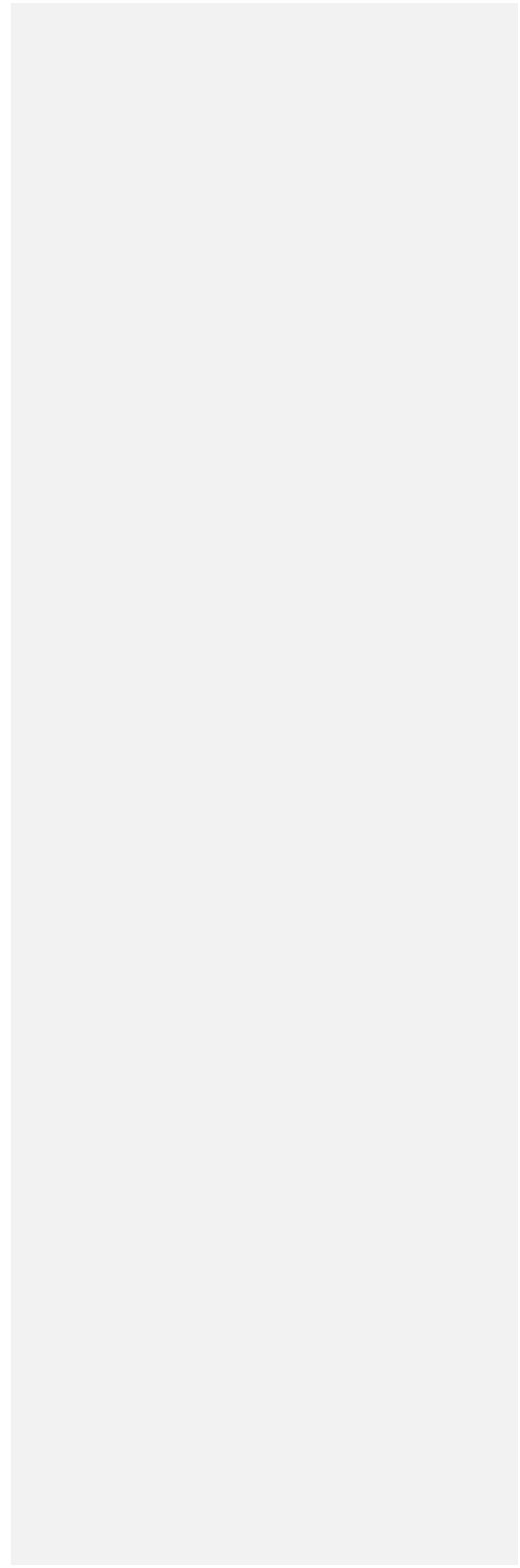
(1) Within five (5) days of receipt of notice of a dispute or claim by either party, the parties' CEOs, or their representatives, shall meet to attempt to resolve the dispute.

(2) In the event the CEOs fail to resolve the dispute to the satisfaction of the parties, the unsatisfied party shall, within five (5) days of the CEOs meeting, provide a written notice to the other party requesting that a committee of each party meet and attempt to resolve the dispute. The committees of each party shall meet within five (5) days of receipt of the notice.

(3) In the event the committees fail to resolve the dispute to the satisfaction of the parties, the unsatisfied party shall within five (5) days of the CEOs meeting, provide a written notice to the other party requesting that a ~~neutral mediator~~ neutral mediator (agreed to by both committees) be engaged to attempt to resolve the dispute. The mediator shall use best efforts to meet within thirty (30) days of receipt of the notice, but no later than forty-five (45) days after receipt of the notice.

14. FORMAL DISPUTE RESOLUTION.

The parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through the informal dispute resolution procedures set forth above, shall be decided by neutral, binding arbitration and not by court action. The arbitration shall be conducted by a retired judge or justice, or an attorney with not less than five (5) years substantial experience with business law, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California law. ~~In all other respects, the arbitration shall be conducted in accordance with Nevada Mediation and Arbitration Act, NRS §§ 38.015 et seq. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Nevada Revised Statute § 38.087 and Part V, Subpart A of the Nevada Supreme Court Rules (Nevada Arbitration Rules). In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure section 1283.05.~~ The award may be vacated or corrected on appeal to a court of competent jurisdiction for any error in applying substantive ~~Nevada-California~~ law. The arbitration shall take place in Tahoe City or ~~Incline Village~~ Auburn, to be determined by the party who received the initial notice of dispute, unless the parties agree to a different location.



IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

COUNTY OF PLACER, "COUNTY"

By: _____

~~Robert Weygandt~~ Kirk Uhler, Chairman, Board of

Supervisors

County of Placer

Date: _____

Approved as to Form:

By: _____

County Counsel

Date: _____

**NORTH LAKE TAHOE RESORT ASSOCIATION,
"RESORT ASSOCIATION"**

By: _____

Samir Tuma, Chairman, Board of Directors
North Lake Tahoe Resort Association

Date: _____

List of Attachments:

- A- RESORT ASSOCIATION Scope of Work
- A-2 RESORT ASSOCIATION Marketing Budget
- B- RESORT ASSOCIATION Payment Schedule
- C- RESORT ASSOCIATION Budget
- E – RESORT ASSOCIATION Reporting Schedule
- F- RESORT ASSOCIATION Marketing Reserve Policy

